BANGALORE METRO RAIL CORPORATION LIMITED

TENDER DOCUMENT

Outsourcing of preventive maintenance activities pertaining to R5, SSM Wing - Inspection of Elastomeric Bearings & POT/PTFE Bearings from RV Road buffer end to Delta Electronics Bommasandra Buffer end including Hebbagodi Depot Ramp.

BANGALORE METRO RAIL CORPORATION

TENDER No. BMRCL/2026-2027/BG/WORK INDENT130

QUALIFICATION CUM TECHNICAL AND FINANCIAL PACKAGE

April- 2026

BANGALORE METRO RAIL CORPORATION LIMITED
(Tower-1, BMTC Complex, K H Road, Shanthi Nagar,
Bangalore – 560 027
Karnataka,
India.

KEY DETAILS

Tender No: BMRCL/2026-27/BD/WORK_INDENT130
*(File no. C-47338)**

Name of Work: Outsourcing of preventive maintenance activities pertaining to R5, SSM Wing - Inspection of Elastomeric Bearings & POTPTFE Bearings from RV Road buffer end to Delta Electronics Bommasandra Buffer end including Hebbagodi Depot Ramp.

Sl. No.	Description	
1.	Estimated Value of work	**INR 2286975.00 (Indian Rupees Twenty-Two Lakhs Eighty-Six Thousand Nine-Hundred and Seventy-Five Only)**
2.	Tender Security / EMD Amount	**INR Rs 50000/- (Indian Rupees Fifty Thousand only)** The Tenderer shall pay full EMD (Tender Security) amount through online payment in e-Procurement Portal (or) submit in the form of Electronic Bank Guarantee (e-BG) /Bank Guarantee (BG).
3.	Completion period of Works	12 Months
4.	Download of Tender documents	Tender documents to be downloaded from Karnataka Public Procurement Portal (e-Procurement Portal https://kppp.karnataka.gov.in/) from ……
5.	Last Date of Seeking Clarification	As per Date and Time specified in e-Procurement Portal.
6.	Date and time of submission of Tender	As per Date and Time specified in e-Procurement Portal.
7.	Date and time of opening of Tender (Qualification cum Technical and Financial Package)	As per Date and Time specified in e-Procurement Portal.
8.	Place of Opening of Tenders (Qualification Cum Technical Package & Financial Package)	The opening of the Qualification Cum Technical Package and Financial package shall take place online through e-Procurement Portal.
9.	Address for communication	The Advisor/CSW//R5/HBGD Hebbagodi Depot, (O & M Wing) Bangalore – 560099 Karnataka, India. Ph. No: +91-9481172722 Fax No: 080-25191114 Email: asybaig@bmrc.co.in

BMRCL

Tenderer

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SECTION 1: NOTICE INVITING TENDERS (NIT)

NIT No.: BMRCL/2025-26/..../WORK_INDENT.. Date: .....

1. Bangalore Metro Rail Corporation Ltd (BMRCL) invites Tenders **(Single stage –Single cover System)** from eligible Domestic Tenderers, registered in Central Govt./ State Govt./ PSU's/ Govt. bodies/ MES/ Railway/ CPWD/ KPWD/ Metro Rail Corporations, for the Works detailed in the Table below, through Karnataka Public Procurement Portal (e-Procurement Portal). This Tender is a 'PERCENTAGE TENDER'.

2.

Tender No.	Name of the Works	Estimated value of Works (Rs.)	Tender Security /EMD (Rs.)	Period of completion
(1)	(2)	(3)	(4)	(5)
BMRCL/O&M/0006/R5/SSM/2025/C-47338 **WORK_INDENT.**	**Outsourcing of preventive maintenance activities pertaining to R5, SSM Wing - Inspection of Elastomeric Bearings & POTPTFE Bearings from RV Road buffer end to Delta Electronics Bommasandra Buffer end including Hebbagodi Depot Ramp.**	**Rs. 2286975.00 /-**	**Rs 50000.00 /-**	**12 Months**

3.

The brief Scope of the work is provided in Instructions to the Tenderers (ITT) and the detailed description of Work is provided in Employer's Requirement. Only 'Class-I Local Tenderers' as defined under ITT clause 34 shall be eligible to bid.

Only firm/s that/those is/are registered or incorporated in India is/are eligible to participate (or) Any Tenderer from a country, which shares a land border with India and to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender, only if the Tenderer is registered with the "Competent Authority", as defined in ITT clause 35.

4. **REGISTRATION**:

a) Tenders required to enroll on the Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/) by clicking on the link "Tenderers Registration" on the Karnataka Public Procurement Portal and by paying requisite registration fee.

b) As part of the enrolment process, the Tenderers will be required to choose a unique user name to assign a password for their accounts.

c) Tenderers are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication with the Tenderer.

All Tenderers are requested to note that the originals of those documents, as listed under ITT clause 9.2, should be submitted in hardcopy by 'Speed post' or 'in person' at BMRCL office within **5 days** from the last date of Tender submission. Tender submission without such submission of original documents shall be liable for rejection.

9. Tenders cannot be submitted online after stipulated time of submission of Tender.

10. Tenders shall be valid for a period of **120 days** from the latest date of submission of Tenders.

11. 'Qualification cum Technical Package and Financial Package' will be opened as per the latest specified time and date published in the e-Procurement portal.

12. The Tenderer shall provide credentials in support of their eligibility, qualifying criteria, technical capability, financial strength/support and past work experience by supporting documents / client certificates / CA's audit reports set forth in ITT Clause 3.

13. The Employer requires that Tenderers and Contractors observe highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, The Employer;

(a) will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.

(b) will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if the Employer, at any time, determines that the Tenderer or the Contractor has engaged in 'Corrupt' or 'Fraudulent' practices in competing for, or in executing, the Contract.

14. All Tenderers are hereby cautioned that Tenders shall be submitted without any deviation, alteration or modification. Tenders containing any deviation from contractual terms and conditions, specifications and other requirements shall be considered as non-responsive and shall be liable for rejection.

15. BMRCL reserves the right to accept or reject any or all Tenders in 'Part 'or 'Full' without assigning any reason. No Tenderer shall have any cause of action or claim against BMRCL for rejection of his Tender.

16. Registered Tenderers with e-token are advised to frequently check the e-Procurement portal for any amendments like Addendum / Corrigendum.

17. BMRCL will not be held responsible for consequential damages/losses due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

18. For further clarifications/details, contact: Advisor/CSW/R5/HBGD
Hebbagodi Depot, (O & M Wing) Bangalore – 560099
Karnataka, India. Ph. No: +91-9481172722 Fax No: 080-25191114
E.mail: asybaig@bmrc.co.in

19. For any query regarding e-Procurement portal/ Tender submission, please contact helpdesk at+91-80-46010000, +91-80-68948777, Email: support@eprochelpdesk.com.

General Manager (Civil)
Bangalore Metro Rail Corporation Limited

BMRCL

Tenderer

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SECTION – 2 - INSTRUCTIONS TO TENDERERS

A. GENERAL

1. Description of the work

Bangalore Metro Rail Corporation limited (BMRCL), a Special Purpose Vehicle (SPV) established under the Companies Act, 1956 (hereinafter referred to as "BMRCL" or "the Company" or "the Employer" or "the Client"), invites Tenders following Single Stage –Single cover **Tender** Procedure **from the eligible Tenderers for Outsourcing of preventive maintenance activities pertaining to R5, SSM Wing -Inspection of Elastomeric Bearings & POTPTFE Bearings from RV Road buffer end to Delta Electronics Bommasandra Buffer end including Hebbagodi Depot Ramp.** (hereinafter referred to as "the works") as per terms and conditions contained in this Tender documents.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka or BMRCL.

2.2 **Tenders from Joint ventures are not acceptable.**

2.3 The Tenderer should not have been blacklisted /debarred by any Government /Government undertaking /semi Government /Govt. Controlled Institutions/projects in India, during last five (5) years. Also the Tenderer should not have rescinded the Works after award of the Contract during last five (5) years. The Tenderer shall provide an Undertaking as provided at Annexure3.

Note: Last five (5) years shall be counted from 28 days prior to the date of submission of the Tender.

2.4 Only firm/s that/those is/are registered or incorporated in India is/are eligible to participate.

and

Any Tenderer from a country, which shares a land border with India and to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender, only if the Tenderer is registered with the "Competent Authority",

2.5 Only 'Class-I Local Tenderers' shall be eligible to bid.

3. Qualification of the Tenderer

Tenderers who meet the below specified minimum Qualification Criteria will only be qualified.

3.1 **Tender Capacity:**

Eligible Tenderers will be qualified only if their available Tender capacity is more than the total Tender value. The available Tender capacity will be calculated as under:

Assessed available Tender capacity = (A x N x 2.5 - B)

Where;

A = Maximum value of works executed in any one year during the last five years (updated to 2025-26 price level) taking into account the completed as well as works in progress (Ref Section 3)

N = Number of years prescribed for completion of the works for which Tenders are invited.

B =Value, at 2025-26 price level, of existing commitments and on-going works to be completed during the next 12 Months (i.e. Period of completion)

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be*

(c) Participated in the previous Tender for the same work and had quoted unreasonably high Tender prices and could not furnish rational justification.

4. Cost of Tendering

4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender and BMRCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tender process.

4.2 The Tenderers shall be deemed to have inspected and examined the site and collected all necessary information regarding all factors and conditions likely to influence in carrying out the work, before uploading on e-Procurement portal and submitting his Tender.

B. TENDER DOCUMENTS

5. Content of Tender documents

5.1 Tendering procedures and Contract terms are prescribed in the Tender documents. The Tender document shall include:

1. Notice Inviting Tenders (NIT)
2. Instructions to Tenderers (ITT)
3. Qualification Information
4. Form of Tender including Bill of Quantities (As published in e-Procurement Portal).
5. General Conditions of Contract (GCC)
6. Special Conditions of Contract (SCC)
7. Technical Specifications
8. Drawings
9. Proforma of Bank Guarantee
10. Annexures
11. Instructions for completing the Pricing document.

5.2 The Tenderer is expected to examine all Instructions, Forms, Terms, and Specifications in the Tender documents. Failure to furnish all information required by the Tender documents or submission of a Tender not substantially responsive to the Tender documents in every respect will be at the Tenderer's risk and may result in rejection of its Tender

6. Clarification of Tender Documents

6.1 Tenderers shall carefully examine the Tender documents and fully understand the conditions and matters which may affect the work or the cost thereof. In case the Tenderer finds any discrepancies or omission from the specification or other documents, or in doubt as to their meaning, the Tenderer shall at once address query(ies) online through Karnataka Public Procurement Portal (e-Procurement portal).

6.2 The Employer will offer clarification to such queries received through e-Procurement portal up to the date specified therein.
Any such queries with details of clarification sought, will be uploaded in the e-Procurement portal (https://eproc.karnataka.gov.in) without disclosing the identity of the Tenderer seeking clarification. No separate future communication in this regard will be entertained.

6.3 While all efforts have been made to make the Tender document error free, the Tenderer is advised to check the same carefully and may seek clarification(s) if any within the scheduled period only. No claims on account of any error(s), detected in the tender document, shall be entertained.

ii) Notarized Power of Attorney and Board resolution (as applicable) as per ITT clause 15,
iii) Hardcopy of any other documents explicitly required in Tender document.

In case of failure in submission of the above documents within stipulated date, the Tender may be treated as incomplete and be liable for rejection.

9.3 Not used.

10. Form of Tender

The Tenderer shall complete the Form of Tender furnished in the Tender documents and submit duly signed and stamped along with the Qualification cum Technical Package and Financial Package.

The Tenderer shall submit the priced 'Bill of Quantities' indicating the percentage (Above or Below or At Par) and amount as published in the e-Procurement Portal.

11. Tender prices

11.1 The Contract shall be for the whole of the Works as described in Clause 1.0 of ITT, based on the priced 'Bill of Quantities' submitted by the Tenderer.

11.1.1 The quoted price shall be inclusive of all applicable Taxes, Cess (Including labour cess) and duties under the applicable Acts but **exclusive of SGST & CGST** as specified under GCC Clause 39. The SGST & CGST will be paid as applicable as per law.

11.1.2 The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

11.1.3 **Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16A shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

11.2 The Tender is a **Percentage Tender**. The Cost of all the individual items shall be computed for the entire work and the Tender Premium (Above or Below or At Par) on the Total (Estimated) cost shall be quoted. Any additional item/s not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per KPWD Schedule of Rates of the respective year above or below or At Par Tender premium which the BMRCL has accepted. If the item required is not found in any of the Schedule of Rates of KPWD or CPWD, then the Rate shall be worked out as stipulated in GCC Clause 35.

11.3 The Percentage quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account, unless provided otherwise in the General Conditions of Contract.

11.4 A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.

11.5 Not used.

12. Tender Currency

12.1 Prices shall be quoted in Indian Rupees only.

13. Tender validity

The details of the Bank Guarantee, physically submitted should match with the details available of the scanned copy uploaded and the data entered during Tender submission time, failing which, the Tender will be rejected.

In case of non-reconciliation of online EMD (Tender Security) portion through e-Procurement portal in Government of Karnataka Central Pooling Account held at the ICICI Bank, the Tender will get rejected.

14.4 The Earnest Money Deposit shall be valid for a period as specified in 'Appendix to Form of Tender' (Section 4) and remain deposited with the Employer from the date of opening of Tenders. If the validity of the Tender is extended, the Earnest Money Deposit (EMD) shall also be duly extended, failing which, the Tender after the expiry of the aforesaid period shall not be considered by the Employer.

14.5 Tender Security/EMD will not be accepted in any form other than those mentioned above. Tenders not accompanied by the required amount of Tender Security/ EMD and non-submission of hardcopy as per ITT clause 16.7 will be rejected by the Employer.

However, BMRCL reserves the right to accept or reject the Tender Security/EMD with any deficiency otherwise not materially affecting the technical qualification criteria of the Tenderer.

14.6 The Tender Security/EMD of unsuccessful Tenderers will be discharged/ returned upon the issue of LOA to the Successful Tenderer in pursuant to ITT clause 29.

14.7 The successful Tenderer's Earnest Money Deposit (EMD) will be discharged upon furnishing the Performance Security pursuant to ITT Clause 30 and signing of the Contract Agreement by the successful Tenderer in pursuant to ITT clause 29.

14.8 The Earnest Money Deposit (EMD) may be forfeited:

(a) If a Tenderer:
  (i) withdraws or amends or impairs or derogates its Tender during the period of Tender validity specified by the Tenderer on the 'Form of Tender'; or
  (ii) does not accept the correction of errors pursuant to ITT Clause 24.2; or

(b) In case of a successful Tenderer, if the Tenderer fails:
  (i) To sign the Contract Agreement in accordance with ITT Clause 29; or
  (ii) To furnish performance security in accordance with ITT Clause 30.

14.9 The Tender will be summarily rejected by the Employer in case of:

(i) Failure to deposit online EMD portion or failure to upload clear & readable copy of Bank Guarantee towards EMD.

(ii) Failure to submit the original Bank Guarantee /EMD to BMRCL office within the date & time specified,

(iii) If EMD(Tender Security) is in the form of Bank Guarantee and is from any source other than an Indian Scheduled Bank and Scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with Second Schedule.

(iv) EMD (Tender Security) in the form of Bank Guarantee is from a Co-operative Bank.

(v) EMD (Tender security) amount is less than the required amount as mentioned in NIT.

(vi) Bank Guarantee's Validity is less than Tender as mentioned in ITT clause 14.5.

In case EMD (Tender Security) is in the form of BG, and BG validity fulfils the "Tender validity Period", but falling short in regard to period of "EMD (Tender Security) Validity', the Employer shall request such Tenderer(s) in writing to submit compliance EMD / Tender Security) within 10 (ten) working days from the date of request. Failure to provide a compliant EMD Tender

16.5 The server time (which is displayed on the dashboard) will be considered as the standard time for referring the deadline for submission of the proposals by the Tenderers, opening of proposals etc. The Tenderers should follow this time during proposal submission.

16.6 The necessary certificates/documents in support of fulfilling the Eligibility Criteria and Technical requirements shall be scanned and attached to e-Procurement portal.

16.7 Original Documents to be submitted in hardcopy:

The Tenderer shall seal and submit the original documents listed in ITT clause 9.2 in original (hard copy) at BMRCL office within 5 days of last date of online Tender submission. Only the Tenders submitted online and the hardcopies will be considered for evaluation. The hardcopies should carry/accompany copy of "acknowledgement from Employer/e-Procurement Portal".

The envelope shall bear the following identification:

TENDER NO: .....

ORIGINAL SUBMITTALS OF QUALIFICATION CUM TECHNICAL PACKAGE AND FINANCIAL PACKAGE

BMRCL Office Address for submission of hardcopy[1]:

To

The Advisor/CSW/R5/HBGD
Hebbagodi Depot, (O & M Wing)
Bangalore – 560099
Karnataka, India.
Ph. No: +91-9481172722 Fax No: 080-25191114
Email: asybaig@bmrc.co.in

The Tenderers can submit the hard copies by 'Speed Post' or 'in person' at the above address during 11.00 am to 05.00 pm on all working days. In case, 5th day happens to be holiday, then the next working day shall be considered as last day for submission of the hard copy.

16.8 All Tenders shall be submitted without any deviations, alteration or modification, together with requisite Tender Security/EMD.

16.9 Telex, Facsimile or Emailed Tenders will be rejected.

16.10 Offer / Tender / Bid shall be as per the "Instructions to Tenderers", "General Conditions of Contract" and "Special Conditions of Contract" given in the Tender documents.

16.11 The Tenderer should avoid ambiguity in his Offer / Tender / Bid.

17. Deadline for submission of the Tenders

17.1 Tenders must be submitted online through Karnataka Public Procurement Portal (e-Procurement Portal) on or before the date and time specified in the e-Procurement Portal and in time submission of Tender is the responsibility of the Tenderer. Original Documents (Hard copy) as listed under ITT clause 9.2 shall be submitted in the place, date & time as specified in ITT clause 16.7.

17.2 The Employer may, at their discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with ITT Clause 7, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will thereafter be subjected to the deadline as extended.

and rejected. All decisions whether a Tender is non-responsive, unacceptable or whether a EMD/ Tender Security is fraudulent or unacceptable or non-compliant will be that of the Employer.

20.1.5 If any Tender contains any deviation from the Tender documents and /or if the same does not contain Tender Security in the manner prescribed in the Tender documents, then that Tender is liable for rejection. Incomplete Tenders in respect of above would be rejected.

20.2 **Financial Package**

20.2.1 The Tenderers' names, the Percentage rate (Above or Below or At Par), the Tender prices, the total amount of each Tender, any discounts, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.2.2 Further, it is to be noted that mere announcement of the Tender prices, Total amount quoted by the Tenderers shall not be construed as Final until and unless the Employer declares the successful Tenderer taking into account the Cl. 22, 23, 24 and 25 below.

20.2.3 Conditional Tenders are not acceptable and will be summarily rejected.

20.2.4 The Employer shall prepare minutes of the Financial Package opening, including the information disclosed to those present in accordance with ITT Sub-clause 20.2.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.

21.2 From the time of Tender opening to the time of Contract award, no Tenderer shall contact the Procuring Entity on any matter related to the Tender, except on request and prior written permission.

21.3 Any effort by a Tenderer to influence the Procuring Entity in Tender Evaluation, Tender comparison or Contract award decisions will vitiate the process and will result in the rejection of the Tenderer's offer.

22. Clarification of Tender submittals

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with ITT Sub-clause 24.

22.2 Subject to ITT sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The Tenders received will be evaluated by the Employer to ascertain the lowest acceptable Tender in the interest of the Employer, as specified in the specification and Tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.

25.5 If the Tender of the successful Tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the Contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in ITT Clause 30 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract, subject to condition as specified in Special Conditions of Contract.

F. AWARD OF CONTRACT

26. Award criteria

26.1 Subject to ITT Clause 28, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be

(a) eligible in accordance with the provisions of ITT Clause 2, and
(b) Qualified in accordance with the provisions of ITT Clause 3.

27. Employer's right to vary Quantities during the Contract

27.1 The Employer reserves the right during the pendency of Contract to increase or decrease the quantity of the items originally specified in the Bill of Quantity without any change in unit price or other terms and conditions as defined GCC Clause 34 and the respective Special Conditions of Contract.

28. Employer's right to accept any Tender and to reject any or all Tenders

28.1 Notwithstanding ITT Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action. In such a case, EMD shall be released / returned promptly.

28.2 BMRCL reserves the right to accept the Tender in part or full which is beneficial to BMRCL. BMRCL's decision in this regard shall be final and binding.

29. Notification of award and signing of Agreement

29.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, email, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 47.2 of the General Conditions of Contract

32. One Tender per Tenderer

Each Tenderer shall submit only one Tender. A Tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

33. Site visit

The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

G. PREFERENCE TO MAKE IN INDIA

34. Local Content

34.1 **Local Content (LC):**

Minimum "Local Content" (LC) shall be **90%for 'Class-I Local Tenderer'**

All Tenderers shall certify in their Tender that the Local Content in their Tender is 90%.

Definitions of 'Class-I Local Tenderer's as mentioned in 'General Conditions of Contract' of this Tender document.

However, a Tenderer who has been debarred by any procuring entity, for violation of any Procurement Preference Order/Policy, shall not be eligible to participate in this bid process during the period of the debarment.

34.2 **Verification of 'Local Content' (LC):**

The Tenderer shall submit following documents:

Self-certification, as per Proforma given in 'Annexure-5', that the item/s offered meets the minimum 'local content'. Absence of such certificate in their Tender submittals shall disqualify the Tenderer.

34.3 a) Tenderers shall note that the declaration regarding Local Content and its correctness shall be the sole responsibility of the Tenderer/Contractor. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a Tenderer or its successors can be debarred for up to two (2) years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

b) Tenderers are advised to note the contents of Government of India Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by the 'Department for Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry regarding Public Procurement (Preference to make in India), with all its latest amendments as on the date of 'Notice Inviting Tender' for further clarification.

c) Tenderers are advised to note that the 'Local Content' is provided in this Tender as per the orders issued by respective Nodal Ministries as per Clause 14 of PP(PMI) Order dated

SECTION 3: QUALIFICATION INFORMATION

1.0 The information to be filled in by the Tenderer hereunder will be used for purposes of evaluating the eligibility and qualification of the Tenderer as provided for in Clause 3.1 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1	Constitution or legal status of Tenderer	(Attach copy)
	Agency in which Registered (with Registration No.)	..... (Attach Copy)
	Principal place of business:	.....

		Financial Year	Total Value of works for the year (Rs. Lakh)	Multiplication factor for updation of value of work done to 2025-26	Total value of Works updated to 2025-26 (Rs. Lakh)
1.2	Total value of works (*) executed and payments received year wise in the last five years (in Rs. Lakhs) #	2020-21		1.31	
		2021-22		1.23	
		2022-23		1.14	
		2023-24		1.07	
		2024-25		1.00	

* Value of similar work as defined in ITT clause 3.
# - Attach Certificate from practicing Chartered Accountant

1.3 Information on works which are yet to be completed and works for which Tenders have been submitted as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works** remaining to be completed (Rs. Lakh)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

** Attach Certificate duly attested by the Employer or Engineer in charge of the ongoing works.

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Lakh)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

.....
.....

1.4 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

.....
.....

SECTION 4: FORM OF TENDER

NIT No: BMRCL/2026-27/BG /WORK_INDENT130

Description of Work: Outsourcing of preventive maintenance activities pertaining to R5, SSM Wing - Inspection of Elastomeric Bearings & POTPTFE Bearings from RV Road buffer end to Delta Electronics Bommasandra Buffer end including Hebbagodi Depot Ramp.

To:

The Advisor/CSW/R5/HBGD
Hebbagodi Depot, (O & M Wing)
Bangalore – 560099
Karnataka, India.

Dear Sir / Madam,

Having examined and understood the Instructions to Tenderer, General Conditions of the Contract, Special Conditions of Contract, Technical Specifications and any other documents forming part of the Tender document issued under Tender notification BMRCL/2025-26/..../WORK_INDENT.. dated ..... including any addendum / amendments, the receipt of which is hereby duly acknowledged, I/We the undersigned, hereby submit the fully completed Tender documents online through Karnataka Public Procurement Portal, which includes the following for the said work;

a) Tender Security / Earnest Money Deposit (EMD)
b) Qualification cum Technical Package and Financial package

I/We hereby agree to submit the original documents in hardcopy as stipulated under ITT clause 19.2.

I/We hereby agree to execute the Contract in conformity with the Specifications & Conditions of Contract enumerated in the Tender Documents, for the sum stated & quoted in the Tender or such other sums as may be ascertained in accordance with the 'Bill of Quantities' which are made part of the Financial Package.

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest Money Deposit required by the Tender documents.

We undertake, if our Tender is accepted, to execute the Works in accordance with the Stipulated Completion Date specified in the 'Appendix to Form of Tender'.

If our Tender is accepted, we will submit the Performance Security for a sum equivalent to Ten (10) percent of the Contract Price for the due performance of the Contract, in the form as prescribed in the Clause 25 of GCC.

We agree to abide by this Tender for the Tender validity period specified in ITT Clause 13 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that we comply with the eligibility requirements as per ITT Clause 2 and clause 3 of the Tender documents.

APPENDIX TO FORM OF TENDER

SALIENT FEATURES OF CONTRACTS (CONTRACT DATA)

Sl. No.	Reference Contract Clauses	Description
1.	Employer's Name & Address	Bangalore Metro Rail Corporation Limited (BMRCL) III Floor, BMTC Complex, K.H. Road, Shanthi Nagar, Bangalore- 560027. Karnataka, India.
2.	Warranty/ Defects Liability Period	The Warranty/ Defects Liability Period shall start from the date of acceptance by the Employer and shall continue until12 **Months** from the date of acceptance as in GCC clause 50.
3.	Validity of Tender (ITT clause 13)	**120 days** from the latest date of submission of Tenders as per ITT clause 13.
4.	Tender Security / Earnest Money Deposit (EMD) (See Clause 14 of ITT)	Earnest Money Deposit (EMD) of **INR 50000/- (Indian Fifty Thousand only)**
5.	Contractor's Name & Address with telephone No and e-mail id	.....*(To be filled in by the Tenderer)* .....
6.	Date and time of Tender Submission, Tender opening and place	• **Date for Tender Submission:** As specified in e-Procurement Portal • **Date for Tender Opening:** As specified in e-Procurement Portal • **Place:** Office of the ....., ... *(name and complete address)*..., ..., Bengaluru, PIN: ....., Karnataka, India.
7.	The Work consists of	Outsourcing of preventive maintenance activities pertaining to R5, SSM Wing -Inspection of Elastomeric Bearings & POTPTFE Bearings from RV Road buffer end to Delta Electronics Bommasandra Buffer end including Hebbagodi Depot Ramp.

BILL OF QUANTITY

Name of work: Outsourcing of preventive maintenance activities pertaining to R5, SSM Wing -Inspection of Elastomeric Bearings & POTPTFE Bearings from RV Road buffer end to Delta Electronics Bommasandra Buffer end including Hebbagodi Depot Ramp.

NON-SOR ITEMS.

Estimation for Inspections of Bearings and measurements of camber of viaduct of Reach 5						
SL. no	**Work Description**	**Unit**	**Qty**	**Rate**	**Amount In Rs**	**Remarks**
1	**Routine Inspection (Pre Monsoon Inspection 100% per Annum)** : Carrying out Viaduct bearing, down stand/upstand & pedestal inspection as per the inspection formats provided by BMRCL for any defects, cracks, voids, cavities, hollow sound, rebar exposure etc., qualified and experienced engineers should inspect the bearing, The rate is inclusive of mobilization of manpower required for inspection, including all tools, equipment's, lighting arrangements and to follow SHE norms, documentation charges including photos etc., as directed by the Engineer - in - charge. TMHP will not be provided by BMRCL. **Note: After completion of inspection, the detailed report including observations with photographs, cracks mapping if any, all dimensions etc., shall be submitted in both hard and**	No's/ per Bearing (Elastomeric)	**2264**	444.4	1006121	

3	**Detailed Inspection (Post Monsoon Inspection 20% per Annum):** i) Carrying out Viaduct bearing, down stand/upstand & pedestal inspection as per the inspection formats provided by BMRCL for any defects, cracks, voids, cavities, hollow sound, rebar exposure etc. ii) Checking for condition of Parapet/Railings, Drainage arrangements, Diaphragm, approach slab, jacking brackets, Deck slabs. qualified and experienced engineers should inspect the bearing, the rate is inclusive of mobilization of manpower required for inspection, including all tools, equipment's, lighting arrangements and to follow SHE norms, documentation charges including photos etc., as directed by the Engineer - in - charge. TMHP will not be provided by BMRCL. **Note: After completion of inspection, the detailed report including observations with photographs, cracks mapping if any, all dimensions etc., shall be submitted in both hard and soft copies.**	No's/ per Bearing (Elastomeric)	453	888.8	402626.4	
4	**Detailed Inspection (Post Monsoon Inspection 20% per Annum):** i) Carrying out Viaduct bearing, down stand/upstand & pedestal inspection as per the inspection formats provided by BMRCL for any defects, cracks, voids, cavities, hollow sound, rebar exposure Misalignments of parts ,wear and tear of parts, jamming, loosening of holding down bolts PTFE Distress,	No's/ per Bearing (POT/PTFE / Spherical)	65	444.4	28886	

	Note: Its mandatory to Record 1)Measured camber in mm 2)Temperature at the time of camber measurement with date and time .					
6	**<u>Camber of PSC Girders spans up to 20 meters:</u>** Checking camber of viaduct PSC girders of various sizes using total stations (Laser operated the camber reading shall be taken /measured at one point that's at L/2 of the span when the length of the span is less than 20 meters .which is measured from the soffit of PSC segment Girder/PSC -I Girder /respective span centre up line and downline with reference to temporary Bench Mark (TBM) including proper recordings of measurements /readings in registers and in digital format as per the standard formats and preparation of detailed span wise reports . **Note: Its mandatory to Record 1)Measured camber in mm 2)Temperature at the time of camber measurement with date and time .**	Span	41	604	24764	
	Total				**2286975**	
Indian Rupees Twenty-Five lakhs Three-Hundred and Sixty-Two Only (Excluding GST)						

SECTION 5: GENERAL CONDITIONS OF CONTRACT (GCC)

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SECTION -5

GENERAL CONDITIONS OF CONTRACT

A. General

1. Definitions

1.1 Terms which are defined in the 'Appendix to Form of Tender' are not also defined in the General Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

a. **"Bill of Quantities"** means the priced and completed Bill of Quantities forming part of the Tender.

b. The **"Completion Date"** is the date of completion of the whole of the Works certified by the Employer in accordance with Sub Clause 42.1 of GCC.

c. The "**Contract**" is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in GCC Clause 2.2;

d. The **"Contractor"** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer. It means the person, firm or company with whom the order of the Works is placed and shall be deemed to include the Contractor's successors (approved by the Employer), representatives, heirs, executors and administrators, as the case may be unless excluded by the terms of the contract;

e. The **"Contractor's Tender"** is the completed Tender document submitted by the Contractor to the Employer.

f. The **"Contract Value or Contract Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

g. **"Days"** are calendar days; **"months"** are calendar months.

h. A **"Defect"** is any part of the Works not completed in accordance with the Contract.

i. The **"Defects Liability Period"** is the period mentioned in the 'Appendix to Form of Tender' and calculated from the Completion Date in accordance with Clause 50 of GCC.

j. **"Drawing"** means the drawing or drawings specified in or annexed to the specification;

k. The **"Employer"** or **"BMRCL"** means the Bangalore Metro Rail Corporation Limited or the person named as such in the Tender document and includes the legal successors or permitted assigns of the Employer,

l. **"Engineer"** means any person/party nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.

m. **"Engineer's representative"** means any person nominated by Engineer with the approval of the Employer who shall exercise the authority of the Engineer to the extent notified by the Engineer.

n. **"Equipment"** is the Contractor's machinery and vehicles brought temporarily to the Site to construct/ execute the Works.

gg. "**L1**" means the lowest Tender received in this Tendering process as adjudged in the evaluation process as per the Tender.

hh. Not Used

ii. "**Nodal Ministry**" means the Ministry or Department identified pursuant to this Tender in respect of a particular item of goods or services or works.

jj. "**Procuring entity**" means "the Employer" or BMRCL, i.e. Bangalore Metro Rail Corporation Ltd.

2. Interpretation

2.1 In interpreting these General Conditions of Contract and Special Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. "Tender" / "Tendering" / "Tenderer" shall also mean "Bid" / "Bidding" / "Bidder". "Offer" also mean Tender / Bid.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Contract Agreement
(2) Letter of Acceptance.
(3) Bill of quantities
(4) Technical Specifications
(5) Drawings
(6) Special Conditions of Contract
(7) General Conditions of Contract
(8) Contractor's Proposal and
(9) Any other document listed as forming part of the Contract.

3. Law governing Contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 The Contractor may Subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing, subject to condition as specified in respective special conditions of contract. Subcontracting does not alter the contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel:

9.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

B. Time Control

21. Program

21.1 Within the time stated in the 'Appendix to Form of Tender', the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works within 15 days from the date of issue of LOA or earlier as required by the Employer.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations.

22. Extension of the Time for Completion

22.1 The Employer shall extend the Time for Completion of the works if a Variation is issued and which makes it impossible for Completion to be achieved by the Stipulated Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Stipulated Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Variation and submitting full supporting information.

23. Delay ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

24. Management meetings

24.1 The Employer may require the Contractor to attend a Management meeting. The business of a Management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the Management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

25. Performance Security / Security Deposit

25.1 Within 20 days of receipt of notification communicated by the Employer by issue of "Letter of Acceptance", the Contractor shall furnish a Performance Security (including additional security for unbalanced Tenders, if required) for an amount as specified in **Appendix to Form of Tender (Section 4)** in one of the following forms:

(a) A crossed **Demand Draft / Pay Order / Banker's cheque** in favour of the **"Bangalore Metro Rail Corporation Ltd,"** from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule**, payable at Bangalore.**

or

(b) An irrevocable **Electronic Bank Guarantee (eBG) or Bank Guarantee** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn on and payable & extendable at a designated branch in Bengaluru in the Form given in Proforma-B

ii) to cancel the Contract or any part thereof and to execute or authorize to execution of the Works at the risk and cost of the Contractor and in that event the provisions of clause 46 & 47 shall apply as far as applicable.

26. Not Used

C. Quality Control

27. Identifying defects

27.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

28. Tests

28.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it has a defect, the Contractor shall pay for the test and any samples. If there is no defect, the testing charges shall be borne by the Employer.

29. Correction of Defects

29.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the 'Appendix to Form of Tender'. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

29.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

30. Uncorrected defects

30.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount or will be recovered from any amount due to the Contractor from the Employer including Performance Security.

31. Inspections and Tests

31.1 The Employer or its representative shall have the right to inspect and/or to test the materials or works to confirm their conformity to the Contract specifications at no extra cost to the Employer. Special Conditions of Contract and the Technical Specifications shall specify what inspections and tests the Employer requires and where they are to be conducted. The Employer shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.

31.2 Should any inspected or tested materials fail to conform to the specifications, the Employer may reject the materials or Works and the Contractor shall either replace the rejected materials or make alterations /rectifications necessary to meet specification requirements free of cost to the Employer.

31.3 The Employer's right to inspect test and where necessary, reject the materials or Works at Project Site shall in no way be limited or waived by reason of the materials or Works having previously been inspected, tested and passed by the Employer or its representative prior to the dispatch of the materials.

31.4 Nothing in GCC Clause 31 shall in any way release the Contractor from any warranty or other obligations under this Contract.

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1, 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 Not used

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of;

(i) value of the quantities of the items in the BOQ completed and

(ii) Valuation of Variations.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, if any, other recoveries in terms of Contract and taxes, at source, as applicable under the law. Labour cess at 1% (One Percent) shall be deducted from the bills towards BOCW (Building and Other Construction workers welfare. The Employer shall pay the Contractor within 60 days of submission of complete and valid Bill without any deficiency. The Contractor shall be liable to pay liquidated damages for shortfall in progress.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Not Used

39. Taxes & Duties

39.1 The Contract Price quoted by the Contractor shall be in accordance with the respective Special Conditions of the Contract and the Employer will perform such duties in regard to the deduction of taxes at source as per applicable Law.

40. Liquidated damages

40.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the 'Appendix to Form of Tender' for each day that the Completion Date is later than the Stipulated Completion Date (for the whole of the Works or the milestone as stated in the 'Appendix to Form of Tender'). The total amount of liquidated damages shall not exceed the amount defined in the 'Appendix to Form of Tender'. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

40.2 If the Stipulated Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

(ii) "Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

46.3 When either party to the Contract gives notice of a breach of Contract to the Employer for a cause other than those listed under Sub Clause 46.2 above, the Employer shall decide whether the breach is fundamental or not.

46.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

46.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

47. Payment upon Termination

47.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the 'Appendix to Form of Tender'. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

47.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

48. Property

48.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a contractor's default.

49. Release from performance

49.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. OTHERS

50. Warranty/ Defects Liability Period

50.1 The Contractor warrants that all Works executed under this Contract shall have no defect arising from materials or workmanship (except when the material is required by the Employer's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied materials or the Works in the conditions prevailing in the country of final destination.

50.2 This warranty shall remain valid for a period specified in Appendix to Form of Tender after the materials or Works or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. The Contractor shall, in addition,

54. Limitation of Liability

54.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 53,

a) The Contractor shall not be liable to the Employer, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer; and

b) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Works / equipment.

55. Governing Language

55.1 The Contract shall be written in English language. Subject to GCC Clause 3, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

56. The Courts of Jurisdiction

56.1 Any suit or application, arising out of any dispute or difference on account of this Tender shall be filed in a competent court at Bangalore, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

57. Notices

57.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by facsimile or cable or telex or by hand (duly acknowledged) and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

58. Use of Contract Documents and Information; Inspection and Audit by the Government

58.1 The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

58.2 The Contractor shall not, without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause 58.1 except for purposes of performing the Contract.

58.3 Any document, other than the Contract itself, enumerated in GCC Clause 58.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Contractor's performance under the Contract if so, required by the Employer.

58.4 The Contractor shall permit BMRCL to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by Auditors appointed by the BMRCL, if so, required by BMRCL.

--- XXX ---

SECTION 6: SPECIAL CONDITIONS OF CONTRACT

1. General

The following Special Conditions shall be read in conjunction with the Section 5: General Conditions of Contract including Amendments/ Corrigendum thereto. If any provision in these Special Conditions is at variance with that of the aforesaid documents, the later shall be deemed to take precedence there over.

2. Scope of Work / Inspection of Site

The Tender is percentage Tender. The cost of all the individual items shall be computed for the entire work and the Tender premium (plus or minus or at par) on the Total cost shall be quoted. The work under this Contract comprises of entire completion of the works described in the document and as specified in the Technical Specifications, Tenderer are advised to visit the Site(s) and ascertain for themselves the exact scope of work and its Working Conditions, viz. Working Hours, Availability of Site(s), availability of labour and materials and such other relevant conditions which effect the execution and the entire completion of the works etc. and quote their Tenders (Percentage) accordingly. Any claim whatsoever will not be entertained by the BMRCL at a later date. For the purpose of inspection of site, the Tenderer is advised to contact the Engineer who will give reasonable instructions/facilities thereof. The Tenderer shall be deemed to have inspected the site and its surrounding beforehand and taken into account all relevant factors pertaining to site in the preparation and submission of this Tender.

3. Subcontracting (GCC Clause 7)

The Contractor shall not sub contract the works.

4. Compliance with labour regulations (GCC Clause 9.4)

During continuance of the Contract, the Contractor and his subcontractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the Competent Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / Acts / Rules / regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of Security Deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Subcontractor in no case shall be treated as the employees of the Employer at any point of time.

5. Safety (GCC Clause 16)

Fire Precautions:

5.1 The Contractor, his agents, representative, workmen etc., shall strictly observe the orders pertaining to fire precautions prevailing within the restricted area.

5.2 Motor transport vehicles, if any allowed by the Engineer to enter the restricted area, must be fitted with serviceable fire extinguishers.

6.4.5 **Search**

Thorough search of all persons and transport shall be carried out at each gate and for as many times as the gate is used for entry or exit and may also be carried out at any time or any number of times at the work site within the Restricted area.

6.4.6 **Working Hours**

6.4.6.1 The exact working hours, days and non-working days observed for the restricted area, where works are to be carried out shall be deemed to have been ascertained by the contract or before submitting his tender. The Tenderer's attention is, invited to the fact that the total number of working hours for a restricted locations are prescribed in Regulations and they cannot be increased by the BMRCL.

6.4.6.2 Contractor's materials, transport etc., shall normally be permitted to go out of the area (Metro Stations) between 9.00 PM to 6.00 AM only.

6.4.7 **Work on Holidays**

(i) The Contractor shall not carry out any work on Gazetted Holidays/Weekly holidays and other non-working days except when he is specially authorized in writing to do so by the Engineer or his Representative. The Employer may at his sole discretion, declare any day as holiday or non-working day without assigning any reasons for such declaration.

(ii) The Contractor shall provide adequate lighting and safety arrangements when working on holidays. No increase in rates or additional payments shall be admissible for night work to the contractor by the Employer.

6.4.8 **Access to restricted area after completion of Works**:

After the works are completed and surplus stores etc., are removed, the Contractor, his agents, representatives or workmen etc., may not be allowed to have access to the restricted area except for attending any rectification of defects pointed out to him by the Engineer /Employer.

6.4.9 **Water**

Water will be supplied by the BMRCL. The contractor shall make his own arrangement from the earmarked location.

6.4.10 **Co-operation with other Agencies**

Not used

6.4.11 **Electric Supply**

Electricity shall be provided on chargeable basis considering the unit rate charged by BESCOM to BMRCL (i.e. based on the prevailing rate/s of BESCOM), if available and feasible. Otherwise, the Contractor shall make his own arrangements at his own cost, for Electrical Power and gas required for his works. Work shall not be delayed for non-availability of electricity/gas.

6.4.12 **Emergency Works**

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work, under intimation to the Engineer.

7. Inspections and Tests (GCC Clause 31)

7.1 **Inspections and tests at final acceptance are as follows:**

(i) The inspection of the materials / Works shall be carried out to check whether the materials / Works are in conformity with the Technical Specifications attached to the Contract and shall

10.6 Any increase in SGST & CGST shall not be paid in the extended period of Contract for which the Contractor alone is responsible for delay as determined by the Engineer while granting the extension of time". However, this shall not be applicable for "Variations".

11. Termination (GCC Clause 46)

11.1 The Fundamental breach of the Contract shall also include that "the Contractor has contravened SCC Clause 3 (Subcontracting) and GCC Clause 9 (Personnel).

11.2 In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 46, the Employer;

(i) shall forfeit the performance Security, and

(ii) may carry out the Works, upon such terms and in such manner as it deems appropriate, Works similar to those incomplete, and the Contractor shall be liable to the Employer for any excess costs for such similar Works. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

12. Settlement of Disputes (GCC Clause 52)

(a) In case of any Dispute in settling claim or any other matter, the dispute settlement mechanism shall be as per GCC clause 52. Decision of BMRCL shall be final in this regard and binding on both parties.

(b) Notwithstanding any dispute herein:

(i) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree and,

(ii) The Employer shall pay the Contractor, any monies due to the Contractor.

13. Notices (GCC Clause 57)

For the purpose of all notices, the following shall be the address of the Employer and Contractor.

Employer:

Bangalore Metro Rail Corporation Limited (BMRCL)
III Floor, BMTC Complex,
K.H. Road, Shanthi Nagar,
Bangalore- 560027.
Karnataka, India.

Contractor:

.....
.....
(To be filled in after the award of Contract).

14. Use of Contract Documents and Information; Inspection and Audit by the Government (GCC Clause 58)

14.1 **Security of Classified Documents:**

The Contractor shall not communicate any classified information regarding work to others without prior approval of Engineer. The Contractor shall also not make copies of the design/drawings and other documents furnished to him in respect of works and he shall return all documents after completion of works or on earlier determination of Contract. The Contractor shall along with final bill, attach a receipt from the Engineer in respect of his having returned the classified documents as per condition of General Conditions of Contract.

SECTION 7 – TECHNICAL SPECIFICATION

1 GENERAL

1.1 All works under this contract shall be strictly carried out in accordance with General Rules, specifications, special conditions and all as other preambles in the KBS (2008), KRBS (2002) specifications and SOR 2023-24 of PW, P & IWTD SOUTH ZONE, Bangalore including errata and amendments read in conjunction with technical specification and General Conditions of Contract. Technical specification shall take precedence over the Schedule wherever in variance.

1.2 Materials to be provided by the contractor for incorporation in the work shall unless otherwise specified in the technical specification comply with their requirements of the relevant Indian Standard (IS) including errata and amendments read in conjunction with latest edition. The contractor may, however, at his own discretion provide and incorporate in the works such materials complying with the requirement of any subsequently amended or revised edition of the corresponding IS without any price adjustment of the lump sum or while pricing deviation.

1.3 Technical specifications given here-in-after are in brief and intended only to particularize, amend and emphasize the specification given in KBS (2008), KRBS (2002) specifications which are not repeated here-in-after.

1.4 Specification of materials and workmanship shall be all as described in KBS (2008) & KRBS 2002) specifications except where specifically mentioned otherwise in these documents. General rules, preambles to various section/rates, special condition and method of measurement given in KBS (2008), KRBS (2002) specifications shall also apply to the contract unless otherwise mentioned in the tender documents.

2. SCOPE OF WORK

2. 1 The scope of work under this contract is "**Outsourcing of preventive maintenance activities pertaining to R5, SSM Wing -Inspection of Elastomeric Bearings & POTPTFE Bearings and camber measurements from RV Road buffer end to Delta Electronics Bommasandra Buffer end including Hebbagodi Depot Ramp.** "Comprises of entire completion of the work described in schedule 'B' as specified in these technical specifications. Tenderer are advised to visit the Site(S)/Building(S) and ascertain for themselves the exact scope of work and its Working Conditions, viz. Working Hours, Availability of Site(s), etc.; and quote their Tenders (Unit Rate) accordingly. Any claim whatsoever will not be entertained by the Employer at a later date.

3 NON SOR / Non Schedule items: This will be according to Method statement/ description of work and as directed by Engineer –in- Charge as per the following formats

BEARING INSPECTION FORMAT FOR POT-PTFE

Reach: Between stations Date:

Pier No:

Distance Between pier cap & Segment at the Bottom

sl.no	Observations	Permissible limits	Bearing number				Remarks
			B-1	B-2	B-3	B-4	
1	Pedestal Size						
2	Bearing Size (Theoretical)						
3	Bearing Size (Actual)						
4	Thickness of grout in mm						
	Condition of Bearing						
5	a)Misalignments of parts ,wear and tear of parts, jamming, loosening of holding down bolts PTFE Distress.						
	b)Condition of seals and protrusions						
6	Condition of Pedestal						
7	Condition of Pier cap						
8	Condition of Pier						
9	Condition of rain water down take pipe						

Inspected By:

sl.no	Name	Designation	Signature
1			
2			

SECTION 8 – DRAWINGS

(Not Applicable)

SECTION 9: PROFORMA OF BANK GUARANTEES

PROFORMA – A: Form of Bank Guarantee for Tender Security / Earnest Money Deposit

PROFORMA – B: Form of Bank Guarantee For Performance of Contract

PROFORMA - A

FORM OF BANK GUARANTEE FOR TENDER SECURITY / EARNEST MONEY DEPOSIT

(Reference ITT clause 14)

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

To,
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru- 560027.
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Tenderer]* (hereinafter referred to as the "Bidder" or "Tenderer") has undertaken for submission of Tender in pursuance of Tender Notification No. _____ for _____ *[Name of the Works]* (hereinafter referred to as the "Bid" or "Tender").

2. **AND WHEREAS** it has been stipulated in the Tender issued by Bangalore Metro Rail Corporation Limited (BMRCL) (hereinafter referred to as the "Employer" or "BMRCL") that the Tenderer shall furnish to Employer an unconditional and irrevocable Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule, for the sum specified herein below as Tender Security(EMD) for compliance of the obligations in accordance with the Tender conditions. In pursuance to this, M/s_____ has requested for issuance of the Bank Guarantee for the sum specified herein below as Tender security (EMD).

3. **AND WHEREAS** we _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, do hereby agree to give the Employer such a Bank Guarantee drawn and payable at Bengaluru _____ branch on behalf of the tenderer.

4. **NOW therefore**, the Bank hereby affirm that it is the guarantor and responsible to 'Employer' and their successors, on behalf of the 'Tenderer' up to a total sum of INR/Foreign Currency/ies _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies as specified in the Tender document]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at our designated Branch as mentioned below:
Name of the Bank, Branch and contact details Address Telephone no: & Fax No: E-mail Address Branch Manager/s name & mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

OR

BMRCL

Tenderer

Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of eBG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Note:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The above format shall be used for e-Bank Guarantee also.*
3. *For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.*
4. *Tender No. shall be the reference to be stated in the e-BG.*

PROFORMA – B

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer GCC clause .....)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor, BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru – 560027,
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Contractor]* (hereinafter referred to as the "Contractor") has undertaken for due performance of the Contract, in pursuance of LoA/Contract No. _____ for _____ *[Description of the Contract work to be specified]* (hereinafter referred to as "the Contract"). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the "Employer" or "BMRCL"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor.

2. **AND WHEREAS** it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee for *Performance Security*for the sum specified herein below as security for *compliance of the obligations and performance of the Contractor.* In pursuance to this M/s. _____ (the Contractor) has requested for issuance of the Bank Guarantee for the sum specified herein below.

3. **AND WHEREAS we** _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, and the correspondent Bank hereby agrees to give the Employer on behalf of the Contractor such a Bank Guarantee drawn and payable at Bengaluru branch.

4. **NOW therefore**, the Bank hereby affirm, that it is the guarantor and is responsible to the Employer and their successors, on behalf of the Contractor 'up to a total sum of _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable].* Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at the Issuing Bank's designated Branch in Bengaluru, Karnataka, India as mentioned below:

Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

Rupees/Foreign Currency/ies to be specified in words and figures].

14. This Bank guarantee shall be valid till _____ *[Date to be mentioned].*

15. The pendency of any dispute or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

    a) Payment by the Bank of the Guaranteed sum in full to the 'Employer',

    or

    b) Issue of written communication by the Employer, to the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of e-BG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Notes:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The Bank Guarantee to be submitted shall be got issued from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule.*
3. *The above format shall be used for e-Bank Guarantee also.*
4. *For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.*
5. *Tender No. shall be the reference to be stated in the e-BG.*

SECTION 10: ANNEXURES

ANNEXURE 1 - FORM OF CONTRACT AGREEMENT

ANNEXURE 2 - CHECKLIST

ANNEXURE 3 - FORMAT OF DECLARATION TOWARDS DEBARMENT / BLACKLISTING

ANNEXURE 4 -UNDERTAKING

ANNEXURE 5 - FORM OF SELF-CERTIFICATION AND DECLARATION FOR LOCAL CONTENT

ANNEXURE 6 - FORM OF CERTIFICATE FOR ELIGIBLE SOURCE COUNTRIES

ANNEXURE- 1

FORM OF CONTRACT AGREEMENT

CONTRACT NO. BMRCL/2024-25//WORK_INDENT...

Name of the Works: ..... Name of Tender ..... .

This Contract Agreement (hereinafter referred to as the "**Contract**") is made at Bengaluru on the___ day of _____,2025 by and between:

BANGALORE METRO RAIL CORPORATION LIMITED, a Public Limited Company incorporated under Companies Act 1956 and a 50:50 Joint venture of Government of India and Government of Karnataka formed for the purposes of execution of a Mass Rapid Transit System in the city of Bengaluru, represented herein by its General Manager (Civil)/ (O&M), authorized to sign and bind the Company, with its registered and corporate office located at III Floor, BMTC Complex, K.H. Road, Shanthi Nagar, Bengaluru 560 027, Karnataka, India hereinafter referred to as the **"BMRCL"** or the **"Employer"**, as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the one part,

and

M/s. ..... *(name of the Contractor)*....., a .....*(legal status)* ..... Company incorporated under Companies Act 1956, having its office at .....*(Contractor's office address)*....., represented herein by Mr. .....*(name and designation of the representative)*....., authorized to sign and bind the Company under the Power of Attorney dated ..... and the Board Resolution dated ....., who shall be responsible to the Employer under the **Contract No BMRCL/2025-26/../WORK_INDENT...** for "**..... Name of Tender ....**", hereinafter referred to as the **"Contractor",** which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the other part.

Hereinafter, **BMRCL/Employer** and **Contractor** are collectively referred to as "**Parties**" and individually as "**party**".

WHEREAS, the Employer invited Tenders for Contract No. ..... vide notification no. ..... dated ..... and the Contractor has in response submitted a Tender for "**..... Name of Tender ....** " (Hereinafter referred to in this Agreement as **"the Works"**) and agrees to undertake performance of the Works under the terms and conditions set forth in this Contract.

AND WHEREAS, the Contractor emerged as the successful Tenderer and the Employer awarded the Contract to the Contractor and the Contractor agrees for "**..... Name of Tender ....**" under the terms and conditions specified in this Contract and other Documents, forming part thereof.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

Clause 1: Words and Expressions

In this Contract all the words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.

Clause 2: The Contract Documents

2.1 The following shall be deemed to form and be read and construed as a part of this Contract Agreement.

Clause 5 Obligations of the Contractor:

The mutual rights and Obligations of the Employer and the Contractor shall be as set forth in the Contract and in particular:-

a) The Contractor agrees, subject to the terms and conditions of the Contract, to perform efficiently and faithfully all of the Works of "**.....Name of Tender ....**" under the Contract including supply of water requisite for or incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract.

b) The Contractor shall ensure full compliance with Tax laws of India with regard to this Contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Contractor in respect thereof, which may arise.

Clause 6 Obligation of the Employer:

The Employer agrees, subject to the terms and conditions of the Contract to pay Contractor the amount specified and at the rates and terms and in the manner set forth in the Contract.

Clause 7 Governing Law

This Contract shall be construed and enforceable under the applicable laws of the Republic of India. Where recourse to a Court is to be made in respect of any matter, the Court at **Bengaluru** shall have the exclusive jurisdiction to try all disputes between Parties.

Clause 8 Language

This Contract Agreement and other Contract Documents are made in English language.

Clause 9 Notices

All Notices called by the terms of the Contract shall be in writing in English Language and shall be delivered by hand or by registered mail with acknowledgement due. All notices shall be deemed to be duly made by the party to whom it is addressed at the following address or such other address in India as such Party may subsequently
notify to the other.

To Employer:
Bangalore Metro Rail Corporation Ltd.
III Floor, BMTC Complex,
K.H. Road, Shanthi Nagar,
Bengaluru – 560 027
KARNATAKA, INDIA.

To Contractor:
.....
.....
.....
.....

Clause10 Jurisdiction of Court

The Courts at Bengaluru shall have exclusive jurisdiction in respect of all the disputes arising out of this Contract Agreement between the Parties.

ANNEXURE - 2

CHECK LIST

(A) The following check list is intended to help the Tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the Tender documents and the list carefully and take necessary action.

(B) Tenderers are also required to submit copy of the checklist, duly marked, along with their offer. The Tender submittals shall consist of the following:

I	**QUALIFICATION CUM TECHNICAL PACKAGE**	
a.	Earnest Money Deposit (Clause 14 of ITT)	Submitted / Not Submitted
b.	Form of Tender on firm's Letter head (Clause 10 of ITT)	Submitted / Not Submitted
c.	Notarized Power of Attorney (Clause 15.2 / 16.1 of ITT) / Attested copy of the Partnership deed / Ownership record to demonstrate the authority to sign the Tender submittals.	Submitted / Not Submitted
d.	Evidence of 'Tenderer's Eligibility and Qualification Criteria (Clause 2 & 3 of ITT) and **Qualification Information** (Section 3) with CA's certifications.	Submitted / Not Submitted
e.	Copy of PAN card	Submitted / Not Submitted
f.	Copy of GST Registration certificate	Submitted / Not Submitted
g.	**Undertakings** as per prescribed Proforma given in **Annexure-3 & Annexure-4 in Section-10.**	Submitted / Not Submitted
h.	Constitution or legal status of Tenderer as per clause 1.1 of Section 3.	Submitted / Not Submitted
i.	List of works executed and payments received year wise in the last five years as per clause 1.2 of Section 3 duly certified by CA.	Submitted / Not Submitted
j.	Existing commitments and ongoing works as per clause 1.3 A of Section 3.	Submitted / Not Submitted
k.	Works for which Tenders already submitted as per clause 1.3 B of Section 3.	Submitted / Not Submitted
l.	Self-certification and Declaration for Local Content as per Proforma given in **Annexure-5 in Section-10**.	Submitted / Not Submitted
m.	Certificate for Eligible Source Countries as per Proforma given in **Annexure-6 in Section-10**.	Submitted / Not Submitted
n.	One set of downloaded Untampered, Tender document along with Employer's clarification on queries including addenda if any, digitally signed on each page (Clause 16.8 of ITT)	Submitted / Not Submitted
II	**FINANCIAL PACKAGE**	
a.	'Pricing document (Bill of Quantities)' through e-Procurement Portal as per Instructions for completing the Pricing Document, Section-XI and ITT Clause 10 of ITT.	Submitted / Not Submitted

Note:

***The above list is not exhaustive, any other document/s which are required as per the Tender document shall be submitted.*

ANNEXURE - 3

FORMAT OF DECLARATION TOWARDS DEBARMENT / BLACKLISTING

We, M/s. ..... *[Name of the Tenderer]*.....(hereinafter called the "Contractor"), do hereby affirm and declare that we have NOT been Black listed /Debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects in India, during the last five (5) years*.

We have not rescinded the Works after award of the Contract during the last five (5) years*.

In case it is found that above statement is not true, any time during effect of this Tender or currency of the Contract entered between the parties based on the above statement, BMRCL reserves its rights to terminate the Contract and forfeit the Tender Security / Performance Security at its discretion.

Signature of the Tenderer

*Note: * Last five (5) years shall be counted from 28 days prior to the date of submission of the Tender.*

ANNEXURE - 4

UNDERTAKING

We, M/s..... *[Name of the Tenderer]*....., herein after called "the Contractor", do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Tender document while performing the contractual obligations relating to .....*[name of work]*..... of BMRCL, Bengaluru.

We do hereby affirm and undertake to follow all labour laws that are applicable from time to time.

We also undertake that the Tender submittals do not contain any deviation or amendment or modification or change of any type whatsoever with regard to tender conditions and specifications.

Place: Signature of the Tenderer

Date: Name

Designation

Seal of the Company

Note :

Last five (5) years shall be counted from 28 days prior to the date of submission of Tender

ANNEXURE - 5

FORM OF SELF-CERTIFICATION AND DECLARATION FOR LOCAL CONTENT

I/We..... (*jointly and severally*) declare that I/we have offered this Tender with the local content of .....% and has given "details of the locations(s) at which the local value addition is made" as per Attachment to this Annexure.

@ I/We further confirm that I/we submit a certificate herewith issued by the *Statutory Auditor/Cost Auditor of the company* (in the case of companies) or from a practicing cost accountant or practicing Chartered Accountant* (in respect of Tenderers other than companies)* in pursuant to ITT clause 34.2(ii), giving the percentage of local content.

I/We acknowledge the right of the Employer that, failure to submit the same shall disqualify the Tenderer.

I/We acknowledge the right of the Employer to debar the Tenderer for any violation or false declaration, regarding 'Local content' or local value addition (including payments to be made to their vendors for local value addition), which shall be treated as fraudulent practice under ITT Clause 34.3of this Tender for which the Tenderer or its successors can be debarred for up to two (2) years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

SIGNATURE OF THE TENDERER

Note:

** Delete whichever is not applicable.*

@ This paragraph is applicable for Tenders with Estimated value more than INR 10 Crore. Otherwise, this provision shall be deleted.

Please refer GCC clause 1(xxiv) for definition and valuation of "Local Content."

ANNEXURE - 6

FORM OF CERTIFICATE FOR ELIGIBLE SOURCE COUNTRIES

(To be submitted on Tenderer's Letter head)

1. I/We, ...*(Name of the Tenderer/Member)*....., have read ITT clause 35 regarding restrictions on procurement from a Tenderer of a country which shares a land border with India and on subcontracting to contractors from such countries; and I/we certify that I/we am/are:
   (a) **not from such a country,*

   or,

   (b) **from such a country (.....indicate country.....), have been registered with the Competent Authority,*

   and will not **subcontract** any work to a contractor from such countries unless such contractor is registered with the "Competent Authority".

   I/We hereby certify that I/we am/are fulfilling all requirements in this regard and eligible to be considered, in accordance to ITT clause 35.
2. Not Used
3. *I/We submit a registration certificate herewith as an evidence of valid registration by the "Competent Authority" and I/We further acknowledge the right of the Employer that absence of such a registration certificate in the Tender, if the Tenderer belongs to such country stated above, shall disqualify the Tenderer.
4. I/We acknowledge the right of the Employer to terminate the Tenderer for false declaration or certificate, along with further legal action in accordance with law.

Signature of the Tenderer

Note:
**Delete whichever is not applicable.*

SECTION 11

INSTRUCTIONS FOR COMPLETING THE PRICING DOCUMENT

1. The Tenderer shall fill in and complete the Bill of Quantities (Financial Package) online through Karnataka Public Procurement Portal (e-Procurement portal) only and **no hardcopy of commercials should be attached or disclosed elsewhere.**
2. The Tenderer shall quote the Tender Premium (Above/Below/At par) on the Total Estimated Cost in the 'Pricing Document (Bill of Quantity)' given in the Karnataka Public Procurement Portal.
3. The total Tender price shall be inclusive of all applicable Taxes ((including labour cess) and duties under the applicable Acts but **exclusive of CGST & SGST**. BMRCL shall pay the applicable CGST & SGST as invoiced by the Contractor to BMRCL.
4. The Tenderer shall ascertain all applicable Taxes and Duties under the applicable Acts and shall be included in the quoted price.
5. The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.
6. **Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department for availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.
7. The Tender is a **Percentage Tender**. The Cost of all the individual items shall be computed for the entire work and the Tender Premium (above or below or at par) on the Total (Estimated) cost shall be quoted. Any additional item/s not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per KPWD schedule of Rates of the respective year above or below Tender premium which the BMRCL has accepted. If the item required is not found in any of the schedule of Rates of KPWD or CPWD, then rate shall be worked out as stipulated in GCC Clause 35.
8. The Percentage quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.
9. Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.
10. The Tender Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source and shall be included in the Total Tender Price.
11. The Contractor shall be entirely responsible for license fees and any other incidentals incurred until completion of the whole of the Works and handover to the Employer.
12. The Contractor shall maintain complete records of duties, other taxes and levies etc. payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.
13. Any increase in CGST & SGST shall not be paid in the extended period of Contract for which the Contractor alone is responsible for delay as determined by the Engineer while granting the Extension of Time. However, this shall not be applicable for "Variations".
14. UNPRICED ITEMS: Items against which no rate or sum is entered in the Bill of Quantities, whether quantities are stated or not shall be regarded as covered by other rates in the Pricing document. The Tenderer shall take regard of the actual site conditions and the items entered in the Bill of